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BESCOM

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## BANGALORE ELECRICITY SUPPLY COMPANY LIMITED

## INSTRUCTION TO BIDDERS

### A. INTRODUCTION

**The Chief Engineer Electy, BRAZ, BESCOM, 5th Floor, Rajajinagar Industrial Estate, KSSIDC Building, Bengaluru-560044 on behalf of Bangalore Electricity Supply Company Limited, invites tender for availing services of 14 Nos of drivers through an agency to various divisions of BRAZ jurisdiction for a period of one year through KPP portal.**

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| 1. Enquiry No. | **CEBRAZ/SEO/AEE-2/23-24/ET 20 dtd 27-11-2023** |
| 2. Tender processing fee | Refer KPPP website **kppp@karnataka.gov.in** |
| 3. Earnest Money Deposit | **Rs. 76,407/-** |
| 4. Date of availability of Bids | **01-12-2023** |
| 5. Date of pre-bid meeting | **Nil** |
| 6. Due date for submission of Bids | **12-12-2023 upto 17:00 hrs** |
| 7. Due date for submission of queries | **06-12-2023 upto 17:00 hrs through email cebraz.work@gmail.com only** |
| 8. Due date for reply for the queries | **08-12-2023** |
| 9. Tender System | **Two Tender Document System** |
| 10. a) Date of opening of Techno commercial bid<br>b) Date of opening of Price Bid | a) **14-12-2023 @ 11:00 Hrs**<br>b) Price bid Will be opened in KPP portal after completion of techno commercial evaluation and intimated to the responsive bidders through email. |
| 11. Name of the service | **Availing the services of 14 Nos of drivers through an agency for a period of one year.** |
| 12. Amount Put to Tender | **About Rs. 38,20,333/-** |
| 13. General Terms and Conditions | **Enclosed herewith** |
| 14. List of drivers to be provided by the firm | **Enclosed herewith** |
| 15. Price bid | **The bidder shall quote the total amount per Driver per month (inclusive of GST) and it should not be less than the amount put to tender.**<br><br>NOTE: Breakup prices shall be clearly |

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| | mentioned in financial status criteria in portal |

## 1.0 Eligible Bidders:

1.1 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the BESCOM to provide consulting services for the preparation of the design, specifications, and other documents to be used for availing of the services under this Invitation of Tenders.

1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

The BESCOM requires that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the execution of the contracts.

(a) defines, for the purposes of this provision, the terms set forth as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm

has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

## 2.0 Scope of the contract:

The Scope of the contract will include the following:

a) Providing the services of 14 Nos. of Drivers through an agency to BESCOM, BRAZ for a period of one year.

b) The drivers shall discharge the duties as per the instructions of the head of the office.

## 3.0 PRICES

The Rates shall be FIRM price basis only. However, when the minimum wages are increased the amount will be increased in proportion towards wages only.

The Rates for providing **services of 14 Nos of drivers is** as per the "Minimum Wages" fixed in the latest Govt. Notification.

**a)** BESCOM reserves the right to accept/reject any/all Tender Tenders, without assigning any reason.

**b)** The bid shall be valid for **180 days** from the last date of bid submission.

**c)** If the date of opening of Tender happens to be a Holiday in case of unforeseen condition the tender opening due date if declared as holiday/ for any reason or for unforeseen circumstances, the tender will be opened on the immediate next working day.

## 4.0 Two Tender Document System:

Tender should be in two parts namely Part-I: Techno Commercial Bid containing full technical particulars and commercial terms and conditions. Part-II: Price Bid containing prices.

The Bidder shall upload all the necessary documentary proof in support of the qualifying requirements in the KPP portal. Non-submission of the proof leads to disqualification.

### A. Part II: PRICE PROPOSALS:

The Rates shall be firm and no variation allowed in the quoted rates. However, when the minimum wages are increased the amount will be increased in proportion towards wages only. The Rates for Providing services of 14 Nos of drivers to various divisions of BRAZ as per the "Minimum Wages" fixed in the latest Govt. Notification.

## 5.0 COST OF BIDDING

The Bidder **shall bear** all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc, and BESCOM will in no case be

responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## 6.0 CONTENTS OF BIDDING DOCUMENT

The Bidding Document is a compilation of the following Sections:

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| **ITB**-Instructions To Bidders |
| **GCC**-General Terms and Conditions of Contract |
| List of drivers to be provided by the firm |
| Techno-commercial sheets |

**7.0**

Qualifying Requirement:

| Technical Criteria: | Documents shall be uploaded |
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| **1.** The bidder/bidder shall be any of the following:<br>a) Company<br>b) Partnership firm<br>c) Proprietorship | **a) In case of company**: A certificate issued by the registrar of companies as per the companies Act 1956 / 2013<br>**OR**<br>A certificate of **LLP** (Limited Liability Pvt Ltd) issued by the **Ministry of Corporate Affairs**, **GoI.**<br><br>Board resolution copy, Memorandum of Article of Association and valid general power of attorney.<br><br>b) **In case of partnership firm**: A certificate issued by the registrar of firms as per the Partnership Act. 1932, partnership deed and valid general power of attorney.<br><br>c) **In case of proprietorship:** A certificate issued by any Statutory Authority in the State. |
| **2.** The bidder/bidder should have a | 'Registration certificate of |

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| valid 'Registration certificate of Establishment' issued by the Department of Labour, Government of Karnataka. i.e., **Form 'C'**<br>**Nature of business should be Manpower supply.** | Establishment' issued by the Department of Labour, Government of Karnataka. i.e., **Form 'C'.**<br>Nature of business should be Manpower supply. |
| **3.** The bidder/bidder should have provided **12 Nos** (80% of 14 Nos) of drivers service **in a single contract/ work order** to any Govt electrical utilities /any Boards, corporations, universities/ PSUs / any other Govt utilities for a minimum **continuous period of 06 months** during **any one year** in the preceding three years i.e FY 2020-21, 2021-22 & 2022-23 as on the last date of bid submission. | The Work Award/contract award/ work entrustment order copies duly mentioning the No. of drivers provided and "Work Satisfactory Performance Certificate" duly signed by the Organization **not below the rank of the Executive Engineer/ equivalent cadre.** |
| **4.** The bidder should have provided drivers amounting to **Rs. 19.10 lakh** (50% of amount put to tender) **in a single contract order in any one year** to any Govt electrical utilities /any Boards, corporations, universities/ PSUs / any other Govt utilities during the preceding three years i.e FY 2020-21, 2021-22 & 2022-23 as on the last date of bid submission. | The work Award/ Order/DWA copies duly mentioning the awarded amount and "Work Satisfactory Performance Certificate" duly signed by the Organization **not below the rank of the Executive Engineer/ equivalent cadre.** |
| **5.** The bidder shall processes the following registration certificates in the name of the firm/ company.<br>ESI registration<br>EPF registration<br>PAN card copy<br>GST registration | Original scanned copies of EPF/ESI/PAN/GST Registration certificates **in the name of the bidder** |
| **6.** The Bidder should not have been black listed by any entity. | Self-declaration in their letter head |
| **7.** The Bidder should not have defaulted in providing manpower services and remittance of EPF, ESI, GST etc., and other statutory deductions as per the Labour norms. | Self-declaration in their letter head |

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| **8.** Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. | Registration certificate issued by the competent authority |
| **9.** A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format:<br>"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)" | Self-declaration Certificate in the said format in their letter head . |
| **B. Financial Criteria:** | **Documents to be uploaded** |
| **10.** The **Average Annual Turnover** shall not be less than the amount put to tender i.e Rs. **38.20 lakh in any two years** during the previous 05 financial years i.e., 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 | The annual turnover certificate issued by the Chartered Accountant / Statutory Auditor<br><br>Balance sheet and P & L statement of the respective years duly certified by the Chartered Accountant / Statutory Auditor. |
| **11.** The liquid assets as on the date of tender before submission of the bid (cash at bank + term deposits + availability of fund based credit facility in any Nationalized / Scheduled commercial bank) shall not be less than **30% (Rs. 11.46 lakh )** of the amount put to tender (Rs. 38.20 lakh) duly supported by the bank statement shall be uploaded.<br><br>The cash at Bank and term deposits with | Availability of fund based credit facility shall be supported by a certificate issued by any Nationalized / scheduled commercial bank duly indicating the sanctioned amount, amount utilized and balance available.<br>**OR**<br>The cash at Bank and term deposits with the Bank as on the date of bid submission shall be supported by the certificate issued by a Bank. |

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| the Bank as on the date of bid submission shall be supported by the certificate issued by a Bank.<br>**OR**<br>Availability of fund based credit facility shall be supported by a certificate issued by any Nationalized / scheduled commercial bank duly indicating the sanctioned amount, amount utilized and balance available. | Bank Balance statement shall be uploaded |

## General Conditions:

1. The bidder shall upload all the necessary documentary proof in support of the Qualifying Requirements in the KPPP portal. Non-submission of the proof of documents shall lead to disqualification.
2. The amount put to tender is inclusive of Minimum wages+VDA+EPF+ESI+ 5%service charges +GST
3. **The service charges quoted by the bidder shall include Uniform**
4. **The bidder shall quote the total amount per Driver per month (inclusive of GST) and it should not be less than the amount put to tender. If bidder quotes less than the amount put to tender, shall be disqualified**
5. In case of more than one bidder happens to be L-1, selection will be done on the basis of **Lottery system in** presence of representative of **L1** bidders
6. **The bidders should upload the relevant documents only once and avoid uploading of same documents multiple times and unwanted documents**

8.0. Even though the bidders meet the above qualifying criteria, as per their statements they are subject to be disqualified apart from forfeiting Bank guarantee, due to the following reason:

a) Made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and /or Record of poor performance such as not properly completing the contract of financial failures etc.,

b) The bidder shall indicate any deviation to terms and conditions if any, otherwise it will presumed that, the bidder has accepted terms and conditions of the tender.

c) If not uploaded the details of payments receipts towards payment of EPF, ESI and GST.

d) After awarding the contract to the agency if the related documents furnished, found to be incorrect or false or fake, such agency award will be cancelled without any notice, apart from initiating legal action at any point of time.

e) If the staff deployed by the agency disobey the instructions of the concerned officer.

f) BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.

g) The tender not submitted through KPP portal is liable for rejection.

h) The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.

i) The person/firm who is having criminal background or insolvent is not eligible to participate in the tender.

j) If the Agency assigns or sub-lets the obligations under the agreement, the contract awarded shall automatically stand cancelled. **No sub-contract is allowed**

k) In case of any unsatisfactory performance, BESCOM has the right to cancel the order without giving any notice.

9.0 Quantities/Contract Period noted above are provisional and subject to change as per provisions of KTPP Act.

10.0 As per the BESCOM circular No: BESCOM//GM(A&HR)/BC-50/2505/ 2019-20/ CYS-20 Dt:05.02.2020, out of 14 nos. of drivers being provided, there should be **17% of SC members and 7% of ST members** without fail. The list for the same shall be submitted before deploying drivers to work.

11.0 BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.

12.0 Conditional offers are liable for rejection.

13.0 BESCOM will not be responsible for not getting internet connection while downloading the Electronic Bid sheets/documents or while uploading their offers.

14.0 The tender not submitted through the KPP portal and also non-submission of EMD is liable to be rejected.

15.0 Any bid submitted in response to the tender shall confirm absolutely to the tender specifications and other conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection

16.0 BESCOM reserves the right to disqualify the bid if the deviation mentioned by the Bidder is not acceptable to BESCOM

17.0 BESCOM reserves the right to call for the originals of documents uploaded as a proof of pre-qualifying requirements, of the successful L1 Bidder, for the purpose of verification before awarding the contract.

18.0 The Bidder shall have to be an entity registered in India in accordance with law.

19.0 The Bid in the language as prescribed by BESCOM

20.0 The Bidder shall follow Indian laws regulations and standards.

21.0 The Tender fee and the Bank Guarantee shall be in Indian Rupees only.

22.0 Tendering by the agent shall not be accepted.

23.0 **All disputes shall be settled as per applicable Indian laws and shall be instituted in Bengaluru only.**

24.0 The Bidder shall indicate any deviations to terms & conditions if any. Otherwise it will be presumed that, the bidder has accepted terms & conditions of the tender.

25.0 Details of Payments Receipts shall be uploaded towards payment of Professional Tax, EPF, ESI and Services taxes. EPF, ESI charges will be taken into account as per Government Orders.

26.0 After awarding the contract to the agency if the related documents furnished, found to be incorrect or false or fake, such agencies orders will be cancelled without any notice, apart from initiating legal action.

27.0 The Bidder shall note that the drivers have to work in office hours and to discharge duties as per the instructions of the concerned officer.

28.0 The name and address along with seal of the authorized representative of the agency who will be interacting in future has to be furnished.

29.0 The tender not submitted through KPP portal and also non-submission of Bid Security/EMD declaration is liable to be rejected.

30.0 The Tenderer should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.

31.0 The offers shall be in General conformity with the specifications. Any Technical/Commercial Deviations from the specifications shall be clearly brought out in the techno commercial of the offer. If deviation certificate is left unfilled, it will be treated as there are no deviations and the contractor has accepted the tender conditions.

32.0 The Contract is for a period of one year from the date of contract order. In case of any unsatisfactory performance, BESCOM has the right to cancel the order without giving any notice.

33.0 Based on the performance, BESCOM may extend the contract for further period as per the KTPP norms at the same terms and conditions.

34.0 **Requirement of Personnel with Qualification**:-

Minimum Qualification and knowledge required for Drivers

- The Driver should have passed 7$^{th}$ standard examination as minimum qualification.
- A driver should have valid license for heavy vehicle from RTO authority with 3 yrs experience and validity of the license shall be upto the period of contract.
- Shall be physically fit and mentally sound.
- Speaking in Kannada is a must.
- Should be within the age group of 21 to 45 years.

35.0 **Supervision:-**

Agency shall inspect from time to time and ensure satisfactory performance of the drivers provided by them.

36.0 **Replacement:**

Agency shall provide continuous service of drivers by making standby/ reserve staff and no void shall be allowed. It is the primary responsibility of the agency to provide uninterrupted continuous services of drivers at the designated locations.

37.0 **Remuneration:-**

Agency shall be responsible for the payment of salaries and other benefits, including ESI, PF, etc., and any other statutory liabilities to its staff. BESCOM will not be responsible for non-payment of remunerations to the driver's personnel under any circumstances.

38.0 **Mode of payment:**

a) Payment will be arranged at **concerned division office** , BESCOM.
b) Agency shall submit the bill in duplicate to division office **within 8th** of the succeeding month along with the attendance extract prepared by agency.
c) The concerned **AEE of sub division** shall certify in the bills for the depolyed no. of drivers have attended regularly and worked satisfactorily.
d) The bill shall be certified from the concerned division **AEE(O) and duly countersigned by the concerned division Executive Engineer Ele., BESCOM.**
e) 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries **before 15th of the succeeding** month.
f) Before issuing the cheque to the agency, BESCOM should ensure that the agency shall produce bank statement of Staff, as proof for having paid the **previous month salary and EPF/ESI** to the employees of the said contract order.
g) The payment shall be restricted to the number of drivers service availed during that particular month as certified by the AEE of the sub-divisions in the bills. Further, payment shall be made to its employees through **Bank account only.** Any default in compliance, the agency shall be held responsible.
h) **The Accounts Officer of O&M division and AO(I/A) , division** are to ensure the payments are made as per Minimum Wages and also EPF/ESI/Other Taxes to drivers are paid as per award.
i) The agency shall pay EPF, ESI, GST of its employees directly to the respective State Government/Central Government authorities as per rules for the list of drivers furnished by the contract agency. The concerned paid challans of the preceding month OR invoice raised in GST portal of concerned drivers only with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by the agency. **Remittance of such amount is wholly the responsibility of the agency.**
j) In case the contractor fails to fulfill the minimum statutory requirements (ESI/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the contract **and the contractor is liable to be blacklisted for 03 years by the BESCOM, in addition to forfeiting of Performance Security Deposit.**

40.0 All provisions related as per the Acts noted below shall be provided to the staff's by the Agency only and Agency shall provide all related benefits under these following workmen's Act related to Labour law.

a) Minimum Wages Act.
b) Payment of Wages Act, 1936.
c) Contract Labour (Regulation and Abolition) Act, 1970.
d) Employees PF and Miscellaneous Provision Act, 1952.
e) Employees State Insurance Act, 1948.
f) Workmen's Compensation Act.
g) All Laborers Law and Rules pertaining to labourers.

Providing benefits as per above Laws to its employees is the responsibility of the contract agency itself.

41.0 The agency shall furnish the following original documents/enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

1) Attested copy of challan consisting details of EPF/ESI and GST paid during previous month to the respective Govt/Central authorities along with the Employees details.
2) Copy of EPF paid in the specific formats
3) Copy of GST paid details including GSTR-1 and GSTR-3B form.

42.0 **Penalty:**

**a.** A penalty at the rate of **½% per week subject to a maximum of 10% of the remuneration** payable for shortage of drivers will be deducted from the amount to be paid to the agency only when the concerned AEE of sub-division certifies the shortage of drivers in the bill.

**b.** If the agency fails to make payment to the deployed staff within 8$^{th}$ of the succeeding month, penalty will be levied at the rate of **Rs. 500/- per driver per day** up to 15$^{th}$ and still exceeds shall be treated as breach of contract, accordingly contract will be terminated.

**c.** The payment shall be calculated as per the actual no. of days attended by the each drivers and no. of days absent in a month.

**d. Incase the Contract period is extended further after the due date due to administrative reasons and Formal Contact Award issued by this office, then penalty clause does not arise**

43.0 **Dispute:**

In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to

the **Chief Engineer Electy, BESCOM, BRAZ, Bangalore** whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bangalore jurisdiction and in case of any dispute between the Contractor and the engaged driver, BESCOM will not be a party and this has to be settled by the contractor himself at his own cost.

44.0 **Risk and Cost Service**:

In the event, the Agency fails to execute the awarded work or is not able to deliver the work of quality or within the stipulated time period, BESCOM shall be at liberty to carry out pending activities or the total scope of contract through a Third Party and recover the expenses from the original agency. The Cancellation of Work contract may be either for whole or part of the Work contract, and will be at the BESCOM option. However, before such cancellation, the BESCOM shall give four week's notice to the agency for taking corrective action. In case, the service provider does not take necessary corrective action to BESCOM satisfaction, within the said period of four weeks, BESCOM shall be at liberty to terminate the Work contract in part or whole. BESCOM may avail, upon such terms and in such manner, as it deems appropriate, services similar to those so terminated. The service provider shall be liable to the BESCOM for any losses, excess costs for such/similar services, provided that the service provider should continue the performance of the Work contract to the extent not terminated under the provisions of this clause. If in the opinion of BESCOM, the service provider shall not be able to correct the fault even after notice, and the BESCOM may terminate the Work contract at the risk and cost of the service provider.

## 45.0 UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

## 46.0 CLARIFICATIONS ON BID DOCUMENTS

If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any

part, he shall at once make a request, in writing, for an interpretation/clarification, to BESCOM. The BESCOM, then, will issue interpretation(s) and clarification(s) as he may think fit in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify BESCOM in writing. BESCOM will respond in writing /upload in the website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than seven (7) days prior to the deadline for submission of bids prescribed by BESCOM.

Verbal clarification and information given by BESCOM or his employee(s) or his representative(s) shall not in any way be binding on BESCOM.

## 47.0 AMENDMENT TO BIDDING DOCUMENT

a. At any time prior to the deadline for submission of bids, BESCOM may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).
b. The amendment will be notified in KPP portal. BESCOM will bear no responsibility or liability arising out of non-acknowledgment of the same by all the prospective Bidders before submitting the Bid.
c. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, BESCOM may, at its discretion, extend the deadline for the submission of bids as deemed fit.
d. Such amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

## 48.0 LANGUAGE OF BID

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and BESCOM shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

## 49.0 DOCUMENTS COMPRISING THE BID

a. The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed above, indicating for the goods to be supplied and services to be rendered, a brief description of goods and services, quantity and prices and upload in the KPP portal.
b. The Bidder shall also upload documentary evidence in the KPP portal to establish that the Bidder meets the Qualification Requirements as detailed above and accompanying Special Conditions of Contract if any.
c. SSI Certificate shall be uploaded with the Techno commercial Bid if applicable.

## 50.0 EARNEST MONEY DEPOSIT (BID GUARANTEE)

The Bidders will be suspended/barred for participating in future tenders called by BESCOM and **blacklisted for a period of 03 years** from the date of default:

b. If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form.
c. In case of a successful Bidder, if the Bidder fails to sign the Contract;
d. In case of a successful Bidder, if the Bidder fails to furnish the Security Deposit/Performance Guarantee.
e. If the Bidder does not accept the arithmetical correction of its Bid Price.

## 51.0 E-payment modes for Tender Processing Fee & Earnest Money Deposit.

The supplier/contractor should pay the Earnest Money Deposit (EMD) & Tender Fee in the KPP portal using any of the following payment modes:

a) Credit Card
b) Direct Debit
c) National Electronic Fund Transfer (NEFT)

## 52.0 PERIOD OF VALIDITY OF BIDS

a. Bids shall remain valid for **180 Days** from the last date of bid submission. A bid valid for a shorter period will be rejected as non-responsive.
b. In exceptional circumstances, the owner may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money

deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

**53.0 FORMATS OF COMMERCIAL OFFER:**

The Commercial offers must not contradict the technical offer in any way.

**54.0 PRICES:**

The Rates shall be FIRM price basis only. However, when the minimum wages are increased the amount will be increased in proportion towards wages only.

**55.0 COST AND CURRENCY:**

**The bidder shall quote the total amount per Driver per month (inclusive of GST) and it should not be less than the amount put to tender.**

**56.0 TAXES AND DUTIES:**

Applicable Taxes prevailing as on date of bid opening and the same shall be clearly spelt out in the offer.

In the event of an order,

i. GST will be paid as indicated by the Bidder in the Price Bid.
ii. If there is any concession/reduction in the GST by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM.
iii. If there is any enhancement in the statutory taxes like GST, due to change in policies by the Central/State Government then such enhanced taxes will be payable by BESCOM. Any new taxes will have to be borne by successful Bidder.
iv. No claim for any increase towards statutory variation regarding enhancement of existing tax, GST or duty or introduction of a new tax or duty shall be entertained during the extended period of contract if the extension is required by causes attributable to the supplier.

**57.0 FORMAT OF BID**

a. The bids shall be uploaded through **KPP portal only** on or before the last date and time for submission of the bid.

b. All the documents in support of qualifying requirements shall be scanned and uploaded in the KPP portal. **Failure to furnish the documentary evidences/supports electronically would result in outright rejection of their offers.**

## 58.0 DEADLINE FOR SUBMISSION OF BIDS

a. Bids must be **uploaded in the KPP portal on or before due date for bid submission.**
b. BESCOM may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of BESCOM and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## 59.0 MODIFICATION AND WITHDRAWAL OF BIDS

a. The Bidder may modify or withdraw its bid after the bid's submission prior to the deadline prescribed for submission of bids provided that written notice of the modification or withdrawal is received by owner prior to the deadline prescribed for submission of bids.
b. No bid may be modified subsequent to the deadline for submission of bids.
c. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal/ modification of a bid during this interval may result in the bidder's forfeiture of its bid security.

## 60.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, BESCOM may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

## 61.0 LATE BIDS

KPP portal automatically locks the tender after the last date and time of receipt of tenders as mentioned in the KPP portal.

## 62.0 OPENING OF BIDS

BESCOM will open the technical bids submitted through KPP portal on the date notified.

## 63.0 TECHNICAL EVALUATION OF BIDS:

The bids submitted in e-procurement platform will be evaluated on the basis of techno-commercial information furnished by the Bidder. The bids which are submitted fulfilling the qualifying requirements of the tender will be treated as technically responsive and such firm's price bids will be opened after scrutiny of documents and verification of requisite EMD furnished by the Bidder.

**63.1** If a tender is not substantially responsive, it will be rejected by the BESCOM and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

**64.0 OPENING OF PRICE BID:**

The price bids of all the **techno-commercially responsive Bidders** will be opened. The date and time of opening of the price bid shall be intimated to all qualified Bidders through an email.

**65.0 EVALUATION/COMPARISON OF PRICE BIDS**

a. After opening the price bids, price evaluation will be done based on the percentage quoted by the Bidders in the KPP portal. Such price shall include GST and all other applicable taxes for providing services of 14 Nos. of Drivers for a period of one year **as per the "Minimum Wages" fixed in the latest Govt. Notification**.
b. The Contract Award will be placed on the successful Bidder, whose quoted percentage is least quoted among the Technical responsive bids at the approved rates in accordance with provisions of KTPP act & its amendments.

**66.0 CONTACTING THE COMPANY**

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by BESCOM to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, BESCOM and/or his employees/representatives on matters related to the bids under consideration. BESCOM, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

**67.0 NEGOTIATIONS:**

It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter

into any price negotiations, except with the lowest quoting Bidder, whose offer is found to be fully technically compliant.

**68.0 AWARD CRITERIA**

The Chief Engineer Electy, BRAZ, BESCOM will place the Contract Award on the successful bidder whose bid has been determined to be substantially Techno-Commercially responsive and has been determined as the lowest evaluated bid in accordance with provisions of KTPP Act and its amendments at a approved rate, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily. BESCOM shall be the sole judge in this regard.

**69.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

BESCOM reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for BESCOM's action.

**70.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:**

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

**71.0 NOTIFICATION OF AWARD:**

Prior to the expiration of the period of bid validity and extended validity period, if any, BESCOM will notify the successful bidder in writing by registered letter or e-mail, to be confirmed in writing by registered letter that its bid has been accepted.

**72.0 Accommodation and Transport:** BESCOM is not liable to provide any accommodation or transport to the personnel deployed. The agency shall make his own arrangements.

**73.0 Acceptance of Personnel:** The company reserves the right to accept or reject any personnel deployed by the agency before being allowed to perform duties of the premises. The decision in this regard by the company shall be final and binding and no correspondence in this regard shall be entertained.

**74.0 EFFECT AND JURISDICTION FOR CONTRACT**

The laws applicable to the contract shall be the law in force in India. The Courts of Bengaluru in Karnataka State shall have exclusive jurisdiction in all matters arising under the contract.

**75.0 TERMINATION FOR DEFAULT:**

BESCOM may without prejudice to any other remedy for breach of Contract by **07 days written notice** of default sent to the Supplier, terminate the Contract in whole or in part.

a) If the Contractor/Agency fails to provide the drivers within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.

b) If the Contractor/Agency fails to perform any other obligation(s) under the Contract.

**76.0 Termination of Contract**:

The contract is liable to be terminated at the absolute discretion of BESCOM without assigning any reasons on the following grounds and the **performance security deposit paid by the bidder shall be forfeited**.

a. The services to be found unsatisfactory.
b. Breach of any terms of the contract
c. If the agency fails to provide the services as per the agreed terms and on violation of any of the terms of the contract, the firm is liable to be blacklisted besides termination of the contract.
d. If the agency fails to remit the ESI&EPF amount of its employees to the concerned authority.
e. If the agency fails to make payment to drivers within the time specified above under clause 36.0 “Mode of payment”
f. If found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date.

The decision of the company shall be final as regards the acceptability or otherwise of services provided.

**77.0 LOCATION OF PROVDING SERVICES:**

This tender is being floated by the Chief Engineer Electy, BRAZ, BESCOM, the services being availed through this tender shall be provided by the successful Bidder at various locations of the BRAZ jurisdiction, BESCOM furnished along with the Contract Award.

For any enquiries/held with respect to the tender floated, Contact KPP portal. **Supports Timings: (9.00 am to 9.00 pm)**

**Chief Engineer Electy,**
**BRAZ, BESCOM.**